



PATRICIA S. PLOEHN, LCSW  
Director

**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

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December 9, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION FOR ACCEPTANCE OF CASEY FAMILY PROGRAMS FUNDS  
AND APPROVAL OF AMENDMENT #1 TO AGREEMENT  
WITH CASEY FAMILY PROGRAMS  
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

**SUBJECT**

This is to request that your Board authorize the Director of the Department of Children and Family Services (DCFS) and the Chief Probation Officer to accept funding from Casey Family Programs (CFP) for calendar year (CY) 2008; approve Amendment #1 to the Child Welfare Initiative Agreement with CFP; delegate authority to the Director of DCFS and Chief Probation Officer to accept grant funding from CFP through December 31, 2012; and delegate authority to the Director of DCFS and Chief Probation Officer, or their designees, to modify the Agreement with CFP.

**JOINT RECOMMENDATION WITH THE CHIEF PROBATION OFFICER THAT YOUR BOARD:**

1. Authorize acceptance and receipt of CFP funds for CY 2008 totaling \$873,000 to fund project management staff positions and related approved expenses in DCFS and Probation to support the Title IV-E Child Welfare Waiver Capped Allocation Demonstration Project (CADP) designed to test the effect of a flexible funding strategy on Child Welfare Outcomes.
2. Authorize the Chairman of the Board to sign the attached three (3) identical signature pages for Amendment #1 to the Child Welfare Initiative Agreement between Casey

*"To Enrich Lives Through Effective and Caring Service"*

Family Programs (CFP) and the County of Los Angeles (Attachment I) to the original Agreement with CFP signed by your Board on June 26, 2007 (Attachment II). Amendment #1 will have a retroactive effective date of September 1, 2008 through December 31, 2008.

3. Delegate authority to the Director of DCFS and Chief Probation Officer, or their designees, to accept CFP grant funding for the term of the Child Welfare Initiative Agreement between CFP and the County of Los Angeles through December 31, 2012.
4. Delegate authority to the Director of DCFS and Chief Probation Officer, or their designees, to amend the Agreement with CFP to modify the scope if the changes are necessary to comply with Federal, State, or County requirements within the budgetary parameters of the grant.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The purpose of the recommended actions is to approve Amendment #1 to the Agreement with CFP and accept funding from CFP for project management costs associated with implementation of the CADP for CY 2008 and subsequent years the Departments participate in the CADP through June 2012.

On June 26, 2007, your Board approved the attached Agreement (Attachment II) with CFP and approved the acceptance of funds from CFP totaling \$1 million for CY 2007 to fund three project management staff positions each in DCFS and the Probation Department (Probation) to support the CADP. Amendment #1 to the Agreement:

- provides DCFS and Probation with flexibility to hire dedicated staff to support CADP activities, rather than designating that each department will utilize three full time staff;
- stipulates that CFP will make payment of \$218,250 at the beginning of each calendar quarter in 2008 with total payments not to exceed \$873,000; and
- provides additional clarification on the types of data to be collected and how the data are evaluated.

Of the \$873,000, DCFS will receive \$551,000 and Probation will receive \$322,000 in 2008. This is \$127,000 less than the \$1,000,000 in total allocated to the County by CFP in 2008. CFP found that, due to salary savings experienced by Probation coupled with issues involved with the County Classification Unit, Probation would be unable to fully utilize its share of 2008 funds. In order to continue to support Probation, CFP offered to provide consultive services until these issues could be resolved, which is anticipated to occur by 2010.

Participation in the CADP allows Los Angeles County the opportunity to make critical changes in the way child welfare services are provided to children and families in our County. Intensive project management is required to facilitate implementation and track outcomes so that recommendations for necessary changes in the Departments' CADP initiatives may be made and the children and families served receive the best possible services. Without approval of



the recommended actions, the County will not receive the financial support from CFP for the project management staff necessary to facilitate operations and track outcomes under the CADP.

This Agreement has been reviewed by the Departments and meets one of the exemption criteria for retroactive contracts, as set forth in Board Order No. 70 of September 19, 2000, because the County is receiving funds.

#### Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan Goal 5, Children and Families' Well-Being. The recommended actions will contribute to the success and achievement of CADP goals. These goals include reducing: (1) reliance on out-of-home care, (2) the number of children and their length of stay in congregate care, and (3) the timelines to permanency.

#### **FISCAL IMPACT/FINANCING**

CFP has committed to funding 100 percent of the project management costs during the term of the Waiver. There is no Net County Cost impact.

While CFP is unable to budget annual funding for the full term of the Agreement due to its budget procedures, CFP has included language in the Agreement indicating its intent to provide funding through the five-year CADP term. The Agreement also includes termination language that permits the County to terminate the Agreement if funding is no longer available.

Positions funded by the Agreement are allocated as grant-funded positions. Once the funding ends, any staff encumbering the positions will either be redirected to the comparable vacant budgeted permanent positions or released from County service.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The essential terms of the CADP provide that for a period of five years, the State and federal share of foster care funds shall be made available to the County to finance structural, process and job improvements, including new programs and services, based on the estimated expenditures negotiated in the Waiver. The County's project plan includes expected outcomes, specific activities, timelines and commits to using Title IV-E funds in a manner that is cost neutral to the State and Federal Governments.

Under the CFP Agreement, CFP provides financial support for DCFS and Probation project management staff. In addition, CFP provides consultation services and technical support to DCFS and Probation at no cost, as well as directly funds outside vendors to assist with a communication plan, an evaluation plan, prevention efforts, and residentially-based services reform.

The Agreement for these services was prepared by CFP, therefore, it does not include County required provisions for contracts between the County and contractors, including Quality Assurance, the GAIN/GROW program participants or County employee hiring provisions.

Additionally, the Agreement does not contain a governing laws, jurisdiction, and venue provision stating that the Agreement will be interpreted under the laws of the State of California and Los Angeles County shall be the venue of any ensuing litigation related to the Agreement. Because CFP would not agree to the inclusion of this provision, County Counsel has not approved this Agreement as to form.

This Board letter does not comply with the Board's policy regarding timely filing due to ongoing discussions with CFP to finalize the amended language.

The Chief Executive Office (CEO) concurs with the requested action. The CEO and County Counsel have reviewed this Board Letter and the CEO has approved it for filing.

### **CONTRACTING PROCESS**

In a motion made on August 8, 2006, your Board instructed DCFS and Probation to work with CFP on CADP implementation and data collection and analysis. CFP is providing financial resources to the County to fund CADP related project management positions and associated services and supplies costs. Since the attached Agreement and Amendment #1 with CFP involve no costs to the County, normal contracting processes are not required.

### **IMPACT ON CURRENT SERVICES**

The CADP Agreement and Amendment #1 allow DCFS and Probation the funding flexibility to improve outcomes for children and reduce the rate of recidivism for abused and neglected children by a combination of caseload reduction and an increase in the amount of time caseworkers spend with each family; increase the number of children who can remain safely in their homes; reduce reliance on out-of-home care; and reduce the number of children in congregate care. The funding provided by CFP for the project management staff allows full-time, focused attention to the Waiver implementation. In addition, CFP's provision of consultation and direct services consistent with the goals of the CADP, particularly the prevention efforts, enable the County to draw upon the nationally acclaimed CFP resources.

### **CONCLUSION**

The CADP gives the State and County the financial flexibility to make strategic investments in the structural and programmatic reforms that are needed to better serve children and families in a cost neutral manner. Amendment #1 to the Agreement with CFP will assist the County in achieving those goals.



Upon approval and execution by the Board of Supervisors, it is requested that Executive Officer/Clerk of the Board send the three (3) signed Amendments to the Department of Children and Family Services at the address listed below and an adopted copy of the Board Letter to each of the following:

1. Department of Children and Family Services  
Office of the Senior Deputy Director  
Attn: Susan Kerr  
425 Shatto Place, Room 600  
Los Angeles, CA 90020
2. Probation Department  
Office of Chief Deputy  
Attn: David M. Davies  
9150 E. Imperial Highway  
Downey, CA 90242
3. Office of the County Counsel  
Social Services Division  
Attn: Diane Cachernaut  
500 W. Temple Street, #602  
Los Angeles, CA 90012

Respectfully submitted,



Patricia S. Ploehn, LCSW, Director  
Department of Children and Family  
Services



Robert B. Taylor, Chief Probation Officer  
Probation Department

PSP/RBT:pws

Attachments (2)

c: Chief Executive Officer  
County Counsel

## ATTACHMENT I



**AMENDMENT #1  
TO  
CHILD WELFARE INITIATIVE  
BETWEEN  
CASEY FAMILY PROGRAMS AND COUNTY OF LOS ANGELES**

Pursuant to their Child Welfare Agreement effective January 1, 2007 (Agreement), Casey Family Programs (CFP) and the County of Los Angeles (L.A. County), enter into this Amendment #1 to the Agreement, effective September 1, 2008 (Amendment #1). For full and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Section 3.1.1. Staffing.** This section is hereby deleted in its entirety and replaced as follows:

3.1.1 **Staffing.** L.A. County staff shall work with CFP staff to design, develop, support, implement and evaluate the Child Welfare Initiative. DCFS and Probation will each hire dedicated staff to support IV-E Waiver Demonstration activities

2. **Section 3.2. CFP Contributions.** This section is hereby amended to include 2008 financial support as follows:

3.2.2. In 2008, CFP will make payment of \$218,250 at the beginning of each calendar quarter. Total payments in 2008 shall not exceed \$873,000.

3. **Section 4. Data Collection and Evaluation.** This section is hereby deleted in its entirety and replaced as follows:

4. **Data Collection and Evaluation.** The parties will continuously evaluate joint work efforts to improve youth and family outcomes in the areas of safety, permanency and well-being, adjusting as appropriate under changing circumstances. Parties will share outcome data, as available, and collaborate in the measurement of the impact of our shared work. Specifically, the parties agree to the following:

4.1 **Racial/Ethnic Group Data.** System and outcome data across racial/ethnic groups will be collected in order to address the problem of disproportionality and disparate outcomes for children and youth of color. These data will be collected at key decision points, from referral to case resolution, as available (including investigation, substantiation, re-abuse, family support services, placement, placement stability, permanency achieved, reunification, and well-being outcomes) and will be shared with all parties.

4.2 **CFP 2020 Related Data.** Data regarding outcomes specific to CFP's 2020 vision will be collected quarterly, and CFP will provide jurisdictions with a quarterly report (Casey Quarterly Report). These data are consistent with NCANDS and AFCAR measures but will be timely and longitudinal. CFP will work with the jurisdiction to explore the best alternatives to produce the data or help facilitate access to other available sources of data.

4.3 **Methods of Collecting Data.** These data may be collected in one of several ways including:

- Directly by the jurisdiction and provided to CFP on a quarterly basis, either as an individual level de-identified file or as an aggregated report.

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- Via membership in the Chapin Hall Multi-State Archive. The jurisdiction would either initiate or continue Archive membership and grant CFP consent to receive a quarterly report generated by Chapin Hall.
- By some other negotiated mechanism, such as a report generated by a third party partner such as a university or other organization, provided quarterly either as an individual level de-identified file or as an aggregated report.

**4.4 Casey Quarterly Report.** The Casey Quarterly Report will:

- Be shared with the jurisdiction prior to reporting;
- Include outcomes tracked in other jurisdictions where CFP is investing,
- Be aggregated and include no individual-level data,
- Monitor progress by making comparison with benchmarks and across jurisdictions,
- Be customized, if requested, to reflect the jurisdictions priorities and investments.

**4.5** The parties will work together to evaluate the Child Welfare Initiative through the Implementation Committees. For the Prevention Demonstration, CFP will collaborate with and assist the County in collecting baseline data on Project indicators and outcomes in order to examine existing prevention efforts, assess Project success, and examine feasibility of Project replication. Evaluation will include the following: (1) targeting (at the SPA level) services to communities with highest child abuse and neglect referrals and out-of-home placements, (2) collecting baseline data on the indicators and outcomes of existing prevention efforts, (3) CFP and/or consultants engaged by CFP will provide consultation regarding measuring outcomes across all DCFS/Los Angeles County-funded prevention efforts such as Family Preservation, Family Support, AB 1733/CAPIT, Point of Engagement, Wraparound, Family to Family and Partnership for Families, (4) linking outcomes to key risk and protective factors for contributing to or preventing child abuse and neglect, and (5) focusing on process and outcome evaluation that focuses on increasing protective factors and decreasing risk factors for child abuse and neglect. For the Point of Engagement/Title IV-E Waiver Demonstration, CFP will provide as needed technical assistance and consultation to supplement efforts in the areas of data tracking and evaluation.

**4. Agreement otherwise in full force and effect.** Except as specifically set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CASEY FAMILY PROGRAMS**

By: William C. Bell

William C. Bell  
President & CEO

Date: 12-16-08

**LOS ANGELES COUNTY**

By: Gloria Molina

Don Knabe **GLORIA MOLINA**  
Chairman of the Board  
CHAIR, PRO TEM, BOARD OF SUPERVISORS

Date: DEC 09 2008



ATTEST: SACHIA A. HAMAI  
EXECUTIVE OFFICER  
CLERK OF THE BOARD OF SUPERVISORS

By: [Signature], Deputy



ADOPTED  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

14 DEC 09 2008

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

ATTEST: SACHI A. HAMAI  
EXECUTIVE OFFICER  
CLERK OF THE BOARD OF SUPERVISORS

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By \_\_\_\_\_, Deputy

By \_\_\_\_\_, Deputy



DEC 09 2008

ATTEST: SACHI A. HAMAI  
EXECUTIVE OFFICER  
CLERK OF THE BOARD OF SUPERVISORS  
By \_\_\_\_\_, Deputy

## ATTACHMENT II





## **CASEY FAMILY PROGRAMS AND COUNTY OF LOS ANGELES CHILD WELFARE INITIATIVE**

THIS CHILD WELFARE AGREEMENT (Agreement) is entered into as of January 1, 2007 (Effective Date), by and between the County of Los Angeles (L.A. County) and Casey Family Programs (CFP).

### **Preliminary Statement**

**A.** The County of Los Angeles Department of Children and Family Services (DCFS), is a governmental agency responsible for providing services to children and youth in Los Angeles County who are at risk of or who are the victims of abuse or neglect. To this end, DCFS provides prevention, family maintenance, family reunification and other permanency planning services. Los Angeles County has historically had the largest population nationwide of foster children. Through a number of innovative reforms, DCFS has improved outcomes for children and youth in the areas of safety and permanency.

**B.** The County of Los Angeles Probation Department (Probation) is a governmental agency responsible for investigating, supervising and providing services to youth in the delinquency system. This includes youth who have crossed over from DCFS to the Probation system. Probation services include prevention, residential and after care services.

**C.** CFP is a nationally accredited Washington nonprofit corporation, whose mission is to provide, improve and ultimately to prevent the need for foster care. CFP has provided services to children, youth and families for 10 years in Los Angeles County. Among other things, CFP operates a model transition center in Service Planning Area (SPA) 3 and a community based kinship center in SPA 6, and supports a community based prevention partnership in SPA 8. By 2020, CFP seeks to help child welfare systems: (1) reduce the number of youth in foster care in this country by 50%, (2) reinvest savings from reduced foster care populations to strengthen the systems that serve vulnerable families, and (3) increase the safety and self-sufficiency of youth aging out of foster care as demonstrated by improved education, employment and mental health outcomes (collectively, 2020 Goals).

**D.** The parties desire to work together on the terms and conditions set forth in this Agreement, in order to improve outcomes for children and families, including increased safety for children, increased permanent homes for children, and reduced time in out of home care in order to further reduce the foster care population in L.A. County. Achieving these outcomes assists the County with its goals to continue and strengthen its efforts around child maltreatment prevention, service integration, data collection and analysis and flexible use of federal funding, and helps CFP meet its 2020 Goals. In 2006, DCFS obtained a federal waiver enabling it to use Title IV-E funds to pay for support services for vulnerable children who are in or at risk of entering the child welfare system. For purposes of this agreement, this work is set in the context of the IV-E Waiver and associated child welfare outcomes and goals as agreed to in writing by the parties.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

## **Agreement**

**1. Child Welfare Initiative.** The intent of the Child Welfare Initiative is to establish a collaborative partnership that supports the implementation of the IV-E Waiver. During the Term of this Agreement, the parties shall therefore work together on projects that advance their mutual goals, including but not limited to: (1) IV-E Waiver Demonstration, (2) Prevention Demonstration, and other projects (Projects) that enhance outcomes for vulnerable children and youth served by L.A. County.

### **1.1 IV-E Waiver Demonstration.**

**1.1.1 Objective.** Through the IV-E Waiver Demonstration, the parties will demonstrate how flexible funding may (1) be used to reduce the foster care population, (2) improve outcomes for children and youth in the foster care system, (3) result in significant cost savings that may be reinvested into additional services for vulnerable children, youth and families, and (4) potentially serve as a model for national replication.

**1.1.2 Activities.** The IV-E Waiver Demonstration will focus on (1) management and oversight of fiscal and programmatic strategies to improve outcomes for DCFS and Probation youth, (2) technical assistance and consultation to support implementation of various strategies (3) technical assistance and consultation to support data tracking and evaluation (4) technical assistance and consultation to support the development and implementation of an effective communication plan, (5) Residentially Based Services Reform and (6) consultation for the purpose of chronicling collaborative efforts and lessons learned.

### **1.2 Prevention Demonstration.**

**1.2.1 Objective.** The purpose of the Prevention Demonstration is to develop and test an effective, nationally replicable coordinated community outreach model that promotes family stability, opportunities for employment, decent and affordable housing, a quality education, and youth development activities for adolescents.

**1.2.2 Activities.** The parties will work together to (1) coordinate community outreach in each of the eight SPAs in Los Angeles County, (2) assess existing prevention funding streams and recipients in order to integrate prevention initiatives within each SPA, (3) assess existing strengths and capacity potential of community based organizations and foundations that are implementing prevention efforts, (4) convene and co-facilitate monthly collaborative meetings within each SPA to discuss strengths, lessons learned and opportunities for improvement among prevention efforts, (5) support peer technical assistance within and across SPAs, (6) evaluate progress, (7) chronicle the process for collaborative capacity building, and (8) actively engage in continuous improvement.

**1.3 Other Projects.** The parties may expand on the aforementioned demonstrations and/or develop other Projects that advance their mutual objectives, including but not limited to those that focus on issues involving Kinship and Transition.



## 2. Governance.

**2.1 Oversight Committee.** The Oversight Committee shall be comprised of CFP's Executive Vice President of Systems Improvement or his/her designee, DCFS' Director and/or his/her designees, and Probation's Director and/or his designees . The Committee shall meet quarterly in person or by conference call. The Oversight Committee shall review contract compliance, Project progress, approve Project work plans and budgets, identify strategic opportunities, develop new Projects and resolve outstanding issues. By December 1<sup>st</sup> of each year, the Oversight Committee will review the progress of each Project and commit to the budget and work plan for the following year.

**2.2 Implementation Committees.** Each Project will be supported by an implementation committee with defined liaisons from each party, through whom all work efforts and communications shall be coordinated, to oversee Project work as set forth in this Agreement (Liaisons). The Implementation Committees will meet regularly to provide ongoing planning responsibility for each Project, with responsibility to: (1) select strategies to reduce the number of youth coming into care and/or reduce the time youth spend in care, (2) oversee implementation of the strategies, (3) develop and/or approve program plan criteria for each Project, (4) design and implement an evaluation plan, (5) on a quarterly basis, make progress reports to the Oversight Committee in a form substantially similar to that set forth in Attachment 1, (6) develop effective internal and external communications plans, (7) annually review the effectiveness of each Project, and (8) develop a Project work plan and budget for the next year by no later than November 15 of each year. Implementation Committees include: limit to County and CFP staff

- **Membership on the IV-E Waiver Demonstration Committee:** DCFS Deputy Director(s) with lead responsibility for Waiver activities and two (2) additional DCFS staff dedicated to this Project, Senior Probation Director and two (2) additional Probation staff dedicated to this project, CFP's Senior Director – Strategic Consulting or his/her designee, who will dedicate up to 50% of his/her time to this project, and up to three additional CFP staff to be named.
- **Membership on the Residentially Based Services Committee:** DCFS Deputy Director with lead responsibility for RBS Redesign, Senior Probation Director with lead responsibility for RBS Redesign, a CFP's Senior Director or his/her designee (stakeholders can't be part of this if the duties, as described above, are to oversee, approve, select, etc.).
- **Membership on the Prevention Demonstration Implementation Committee:** DCFS Deputy Director for Prevention and Kinship and/or his/her designees, CFP's Director for Prevention Initiative, Senior Director for Research and Evaluation, Managing Director for Communications, and CFP's Managing Director – Prevention.



### 3. Responsibilities of the Parties.

#### 3.1 L.A. County Contributions.

- 3.1.1 **Staffing.** L.A. County staff shall work with CFP staff to design, develop, support, implement and evaluate the Child Welfare Initiative. DCFS and Probation will each hire three (3) dedicated full time staff to support IV-E Waiver Demonstration activities.
- 3.1.2 **Financial Support.** L.A. County shall provide \$5 million in financial support for the Prevention Demonstration during 2007, and is committed to reinvesting up to \$10 million in savings realized as a result of the IV-E Waiver Demonstration.
- 3.1.3 **Space Use.** Subject to available resources and legal requirements, L.A. County may make office space and equipment available to CFP staff assigned to the Child Welfare Initiative. Such space will be provided pursuant to separately negotiated space use agreements
- 3.1.4 **Evaluation.** L.A. County will cooperate and facilitate access to any non-identifying data within the control of the County and which can be obtained without undue burden or expense that mutually assists CFP and the County with the evaluation of the Child Welfare Initiative.
- 3.1.5 **Best Practices/Tools.** If appropriate, L.A. County may provide training and share identified best practices, resource materials and tools with CFP.
- 3.1.6 **Shared Learning Opportunities.** As appropriate, L.A. County may invite CFP to participate in joint learning sessions, convenings and other meetings held or sponsored by L.A. County to inform strategies in support the Child Welfare Initiative and other areas of mutual interest.

#### 3.2 CFP Contributions.

- 3.2.1 **Staffing.** In addition to collaboration, assistance and consultation provided by its Executive Vice President and Project Liaisons, CFP staff shall work with DCFS and LACPD staff to design, develop, support, implement and evaluate the Child Welfare Initiative.
- 3.2.2 **Financial Support.** CFP will provide financial support to L.A. County in quarterly payments (CFP Funds), in a total amount not to exceed \$1 million in 2007. CFP Funds will be paid at the beginning of each quarter, with \$500,000 paid upon full execution of this Agreement. It is CFP's intent to provide additional financial support, yearly, through the term of this agreement. If CFP becomes unwilling or unable to provide financial support, in an amount mutually agreeable to both parties, this agreement shall terminate when any remaining CFP funds have been expended.
- 3.2.3 **Space Use.** Subject to available resources, CFP may make office space and equipment available to L.A. County staff assigned to the Child Welfare Initiative.

- 3.2.4 Technical Assistance and Consultation.** CFP shall provide or procure technical assistance to L.A. County and its agents to develop and support the Child Welfare Initiative.
- 3.2.5 Data Tracking and Evaluation.** CFP shall collaborate with and assist the County with the evaluation of the Prevention Demonstration and will contract directly with external vendors and researchers to conduct the evaluation. CFP will provide consultation and technical support to supplement the data tracking and evaluation of the IV-E Waiver Demonstration.
- 3.2.6 Best Practices/Tools.** If appropriate, CFP shall provide training and share identified best practices, resource materials and tools with L.A. County.
- 3.2.7 Shared Learning Opportunities.** As appropriate, CFP will invite L.A. County to participate in joint learning sessions, convenings and other meetings held or sponsored by CFP to inform strategies in support the Child Welfare Initiative and other areas of mutual interest.

**4. Data Collection and Evaluation.** The parties will work together to evaluate the Child Welfare Initiative through the Implementation Committees. For the Prevention Demonstration, CFP will collaborate with and assist the County in collecting baseline data on Project indicators and outcomes in order to examine existing prevention efforts, assess Project success, and examine feasibility of Project replication. Evaluation will include the following: (1) targeting (at the SPA level) services to communities with highest child abuse and neglect referrals and out-of-home placements, (2) collecting baseline data on the indicators and outcomes of existing prevention efforts, (3) Dr. David Fetterman will provide consultation regarding measuring outcomes across all DCFS/Los Angeles County-funded prevention efforts such as Family Preservation, Family Support, AB 1733/CAPIT, Wraparound, Family to Family and Partnership for Families, (4) linking outcomes to key risk and protective factors for contributing to or preventing child abuse and neglect, and (5) focusing on process and outcome evaluation that focuses on increasing protective factors and decreasing risk factors for child abuse and neglect. For the IV-E Waiver Demonstration, CFP will provide as needed technical assistance and consultation to supplement efforts in the areas of data tracking and evaluation.

**5. Communication.** Consistent with the Communication Standards in Attachment 2, CFP and L.A. County shall create external messaging campaign for use across all participants involved in the Child Welfare Initiative

- 5.1** For the IV-E Waiver Demonstration, technical assistance and consultation will be provided to develop an internal and external plan.
- 5.2** For the Prevention Demonstration, the campaign will include: (1) emerging, promising, and best practices and outcomes within and across SPAs; (2) effective communication between public, nonprofit and other systems involved in prevention efforts; (3) awareness building among residents and other key stakeholders through community workshops and messaging; (4) cross systems communications support between county departments such as the Department of Mental Health, and the Department of Public Social Services ; and (5) provide media training for key executives involved in the Prevention Demonstration.



## **6. Use of Funds.**

**6.1 Compliance with Agreement.** L.A. County shall use CFP Funds in accordance with and to perform the activities described herein and exclusively for exempt purposes as described in Section 501(c)(3) of the Internal Revenue Code (Code). CFP Funds may not be expended for any other purpose without CFP's prior written approval. L.A. County shall immediately return to CFP any CFP Funds not expended during the Term for the purposes of the Child Welfare Initiative.

**6.2 Compliance with Law.** L.A. County may only use CFP Funds for the purposes described in this Agreement and substantially herein. In particular, no portion of CFP Funds shall be used: to carry on propaganda, attempt to influence legislation, participate in any political campaign on behalf of or in opposition of any candidate for public office, make grants to individuals on a non-objective basis.

**6.3 Records, Review and Audit.** Although L.A. County need not maintain CFP Funds in a separate bank account, it must identify CFP Funds on its books for ease of reference and verification. L.A. County shall keep records of receipts and expenditures under this Agreement, as well as copies of reports submitted to CFP, for at least four (4) years following expiration of the Term. Upon written request and reasonable notice by CFP, L.A. County will permit CFP, its agents or representatives, to visit L.A. County's premises, review L.A. County's Project activities and conduct, at its own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of CFP Funds.

**7. Personnel.** The parties acknowledge that interaction with any children, youth or families participating in the Child Welfare Initiative (Participants) requires discretion and sensitivity and compliance with applicable law. Each party represents and warrants that its personnel who interact with Participants shall have been screened through appropriate background checks and shall not have any history indicating that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities or to interact with Participants.

**8. Nondiscrimination Policy.** No person shall be denied benefits or be discriminated against as a Participant on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief. In compliance with the Department of Labor, regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in the admission or access to, treatment or participation in any Program activity.

**9. Ownership and License to Use.** For purposes of this section, "Materials" means any written or otherwise documented work product created in connection with this Agreement.

**9.1 Independently Created Materials.** To the extent that either party independently creates and/or contributes Materials that are subject to copyright or other intellectual property protection and to the extent permissible by law, that party shall (1) hold and retain its copyright to those Materials, and (2) grant to the other party to this Agreement a nonexclusive, perpetual, royalty-free, and worldwide license, excluding the right to sublicense to others, to use the Materials for non-commercial purposes. Licensed users of CFP-owned Materials agree to incorporate the following copyright notice prominently within such Materials:



“© [year of first publication] Casey Family Programs. All rights reserved.”

**10. Acknowledgment and Communication Requirements.** L.A. County shall comply with CFP's Communication Standards set forth on Attachment 2.

**11. Additional Applications.** The parties acknowledge that L.A. County may seek funding for any of the Projects through other grants by other entities. CFP shall reasonably assist L.A. County in efforts to secure third party funding for the Child Welfare Initiative, subject to the following: (1) CFP's name shall not be used in support of any grant proposal or application without CFP's review and written approval prior to its submission;

**12. Confidentiality.** During the Term of the Agreement, and to the extent authorized by law, the parties may share confidential information or data regarding Participants relevant to the delivery of services to facilitate the Prevention Initiative, including but not limited to names, addresses, physical and mental health data, family history and like information (Confidential Information). The County agrees that it will work cooperatively with CFP in an effort to secure authorization for CFP to review this confidential information. Each party warrants and agrees that, prior to sharing such Confidential Information: (1) it is authorized by law and (2) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations. The parties' obligations in this Section shall survive the Agreement's termination or expiration.

**13. Term, Termination and Renewal.**

**13.1 Term.** This Agreement commences on the Effective Date and expires on December 31, 2012 (Term), unless sooner terminated as provided in Section 13.2.

**13.2 Termination.** Notwithstanding the Term, either party may terminate its participation in any single Project or the Child Welfare Initiative in total at any time during the Term by giving thirty (30) business days' written notice to the other party. Upon notice of termination, any obligation of CFP to provide funds in support of the Child Welfare Initiative shall terminate and, to the extent that CFP has paid any CFP Funds to L.A. County in connection with the Child Welfare Initiative and/or this Agreement, all such CFP Funds remaining on the date of the termination of this Agreement shall promptly be refunded to CFP.

**14. Insurance and Liability.**

**14.1 Insurance.** Each party will provide to the other certificates of insurance that evidence the following types and amounts of coverage: (1) commercial general and professional liability (if applicable) of \$1,000,000 per occurrence and \$2,000,000 aggregate, (2) automobile liability of \$1,000,000 per occurrence, and (3) property coverage in an amount necessary to cover its property to be used in the Child Welfare Initiative. The parties shall name each other as an additional insured on such policies. L.A. County, at its sole option, may utilize self-insurance, commercial insurance or any combination thereof, to satisfy these coverage requirements.

**14.2 Liability.** No party is responsible for the acts of third parties. Each party is responsible for its own acts and omissions and those of its directors, officers, employees and agents.

## 15. General Provisions.

- 15.1 **Independent Contractor.** This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between any or all of the parties. Each party shall determine the number of days and hours of work of its employees, representatives, agents and subcontractors and shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of its employees, representatives, agents, and subcontractors.
- 15.2 **Entire Agreement; Modification.** This document contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the parties signed by an authorized representative of each party.
- 15.3 **Third Parties.** Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, other than the parties to this Agreement, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the parties to this Agreement.
- 15.4 **No Interpretation against Drafter.** The terms and conditions of this Agreement were negotiated by the parties and shall not be construed against the drafter.
- 15.5 **Assignment.** No party to this Agreement may assign this Agreement, and any rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, without the other party's prior written consent, which consent shall not be unreasonably withheld.
- 15.6 **Notices.** All notices or other communications shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice to the other party in accordance with this Section.

**15.7 Counterparts.** Counterpart originals of this Agreement may be executed for the convenience of the parties, and each counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**CASEY FAMILY PROGRAMS**

By: \_\_\_\_\_  
William C. Bell  
President and CEO

By: \_\_\_\_\_  
David Sanders  
Executive Vice President of Systems  
Improvement

**Notice Address:**

Casey Family Programs  
1300 Dexter Avenue North, Floor Three  
Seattle, WA 98109

Attn: Jackie Contreras, Sr. Director, Strategic  
Consulting  
Telephone: (206) 282-7300  
Fax: (877) 644-1249  
Email: JContreras@casey.org

**COUNTY OF LOS ANGELES DEPARTMENT  
OF CHILDREN AND FAMILY SERVICES**

By: \_\_\_\_\_  
Patricia S. Ploehn  
Director

By: \_\_\_\_\_  
Susan Kerr  
Chief Deputy Director

**Notice Address:**

County of Los Angeles Department of Children  
and Family Services  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
Attn: Angela Carter, Deputy Director  
Telephone: (213) 351-0102  
Fax: (213) 637-0036  
Email: [cartera@dcfs.co.la.ca.us](mailto:cartera@dcfs.co.la.ca.us)

**COUNTY OF LOS ANGELES DEPARTMENT  
PROBATION DEPARTMENT**

By: \_\_\_\_\_  
Robert Taylor  
Chief Probation Officer

By: \_\_\_\_\_  
Jitahadi Imara  
Deputy Director, Special Services

**Notice Address:**

County of Los Angeles Probation Department  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010

Attn: \_\_\_\_\_ Director  
Telephone: (213) \_\_\_\_\_  
Fax: (213) \_\_\_\_\_  
Email: \_\_\_\_\_



**CASEY FAMILY PROGRAMS  
AND  
COUNTY OF LOS ANGELES**

**ATTACHMENT 1 – PROGRESS AND EXPENDITURE REPORTS**

**CHILD WELFARE INITIATIVE -- QUARTERLY PROGRESS REPORT**

**REPORTING PERIOD** \_\_\_\_\_ through \_\_\_\_\_

**1. Project Progress**

- Describe for each Project

**2. Activities and Results**

- By Project, describe overall accomplishments, results and key impact in measurable terms

**3. General Assessment**

- Describe successes, challenges and lessons learned

**4. Problems/Obstacles**

- Identify and describe plans to address

**5. Planned activities for next reporting period**

- Describe by Project.

## CHILD WELFARE INITIATIVE -- QUARTERLY EXPENDITURE REPORT

REPORTING PERIOD \_\_\_\_\_ through \_\_\_\_\_

### EXPENDITURES

| Cost Category <sup>(1)</sup>          | Annual Budget <sup>(2)</sup> | Expenditures <sup>(2)</sup> | % of Annual Budget Expended to Date |
|---------------------------------------|------------------------------|-----------------------------|-------------------------------------|
| Prevention Expenses                   |                              |                             |                                     |
| Evaluation                            |                              |                             |                                     |
| Communication                         |                              |                             |                                     |
| Consulting/Subcontract <sup>(4)</sup> |                              |                             |                                     |
| Subcontract <sup>(4)</sup>            |                              |                             |                                     |
| Other Direct Expenses                 |                              |                             |                                     |
| Staffing <sup>(3)</sup>               |                              |                             |                                     |
| Staff Benefits                        |                              |                             |                                     |
| Meetings                              |                              |                             |                                     |
| Travel                                |                              |                             |                                     |
| Other G & A Expense                   |                              |                             |                                     |
|                                       |                              |                             |                                     |
| <b>Total</b>                          |                              |                             |                                     |

<sup>(1)</sup> The Expenditure Report categories should reflect the approved budget.

<sup>(2)</sup> Expenditures and Budget for CFP funds paid under this Agreement only.

<sup>(3)</sup> Attach "Detailed Personnel Report."

<sup>(4)</sup> Attach addendum stating organizations, purposes, duration, costs, and rates.

**CASEY FAMILY PROGRAMS  
AND  
COUNTY OF LOS ANGELES**

**ATTACHMENT 2 -- COMMUNICATION STANDARDS**

1. **CFP Acknowledgement.** DCFS may acknowledge CFP in connection with Child Welfare Initiative Projects, and any event, material or other work product that is created or developed in connection with the Agreement, in whole or in part with CFP Funds, or that results from any other work supported by CFP. CFP shall be entitled to review and approve any acknowledgement of its support and/or funding of the Projects, and such events, materials or other work products prior to any dissemination.
  - a. General Acknowledgement. Any printed, electronic, digital or other tangible final DCFS promotional or final DCFS evaluation reports or publications that result, wholly or in part, from funding from CFP or from work supported wholly or in part by funding from CFP must include an acknowledgement, in substantially similar form to the following, on the inside front cover, title page, or on any page preceding the body of such materials, publications or work products where other acknowledgements and credits are provided. On a website or similar electronic format, the acknowledgement should appear at or near the beginning of the text:

*"This (nature of material, publication or work product) was made possible by the support of (in part – if there are multiple funding sources) Casey Family Programs, whose mission is to provide, improve – and ultimately prevent the need for – foster care."*
  - b. Media References. Any DCFS media references, flyers, posters, announcements and other promotional materials regarding any project or event supported by funding, whether wholly or in part, from CFP and referencing CFP must be in substantially the following form:

*"This project (or event) was made possible by the support of (in part – if there are multiple funding sources) Casey Family Programs, whose mission is to provide, improve – and ultimately prevent the need for – foster care."*
2. CFP's Logo. DCFS may not include CFP's logo in its written materials, website or video productions, unless CFP has given its prior written approval. All requests to use CFP's logo shall be made in writing.
3. Simultaneous Copies to CFP. DCFS shall provide CFP with three (3) copies of all final promotional related materials (such as press releases, press kits or flyers) or final evaluation reports that reference CFP in relation to this Agreement on the same day as and upon public distribution.